

# Exhibit F



CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA

GENERAL AUTHENTICATION CERTIFICATE

Kingdom of Saudi Arabia       )  
Western Province                )       ss:  
City of Jeddah                    )  
American Consulate General    )

I Certify that the official named below, whose true signature and official seal are, respectively, subscribed and affixed to the annexed document, was, on this day, empowered to act in the official capacity designated in the annexed document, to which faith and credit are due. The Consulate does not assume any responsibility for the contents of the attached document.

Mohammed Musleh Alharbi

MARK MCGOVERN  
VICE - CONSUL OF THE  
UNITED STATES OF AMERICA

March 14, 2006

SEAL

P. O. BOX 430 JEDDAH 21411  
KINGDOM OF SAUDI ARABIA  
TELEPHONE : 6710000  
FAX : 6170347

COMMERCIAL REG. NO. 20442  
PAID IN CAPITAL 10,000,000 SR.



ص.ب. ٤٣٠ : جـدة ٢١٤١١  
المملكة العربية السعودية  
تلفون : ٦٧١٠٠٠٠  
فاكس : ٦١٧٠٣٤٧  
س.ت.رقم : ٢٠٤٤٢  
رأس المال المنفوع ١٠,٠٠٠,٠٠٠ ريال سعودي

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Declaration of Mr. ALAWI M. SAEED KAMEL

I, Mr. ALAWI M. SAEED KAMEL declare and state as follows:

1. I am over 18 years of age and competent to testify to the matters set forth below of my own personal knowledge.
2. I have been informed by DALLAH AVCO's ("DALLAH AVCO " or the "Company") attorneys that it is a defendant in civil lawsuits in the United States. I am submitting this declaration in support of DALLAH AVCO 's Motion to Dismiss for lack of personal jurisdiction in those cases.
3. I am employed by DALLAH AVCO (Presently DALLAH TRANS ARABIA CO. LTD.) and my current title is CHAIRMAN OF THE BOARD OF DIRECTORS.
4. Based on my experience within the Company, I have knowledge of DALLAH AVCO's international operations and connections to the United States. I have also reviewed all Company records known to me which might reveal any contact DALLAH AVCO has had with the United States.
5. DALLAH AVCO was a Saudi company in which AVCO OVERSEAS of the U.S.A. had held 15% of the shares of the Company. But the Company does not own any property or bank account or any presence and does not carry and never carried any activity at any time in the U.S.A.
6. DALLAH AVCO is not, and has never been, domiciled, organized, or incorporated in any form in the United States.



7. DALLAH AVCO is not, and has never been, licensed or registered to do business in the United States.

8. DALLAH AVCO does not, and has never, owned or leased property in the United States.

9. DALLAH AVCO does not have, and never has had, a branch office, a representative, an employee or an agent in the United States, except for its representation by an attorney in this court.

10. DALLAH AVCO does not now, and has never, offered or advertised any activities or services within the United States.

11. DALLAH AVCO has never received funds which originated in the United States.

12. Shares of DALLAH AVCO stock have never been offered or sold in the United States.

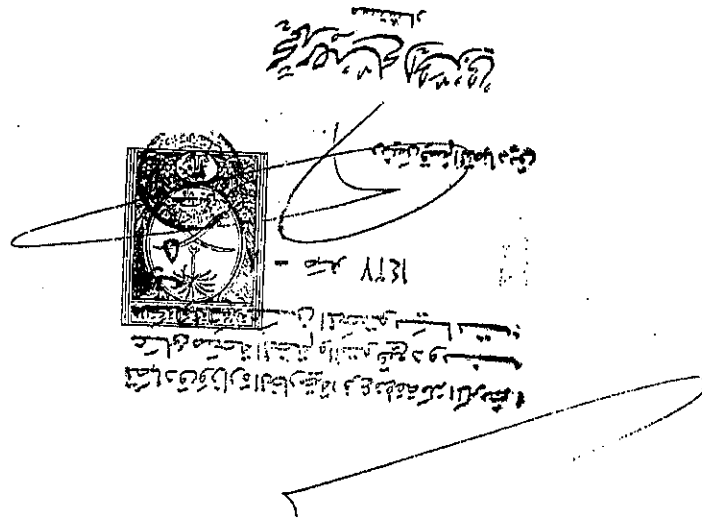
13. AVCO's relationship with the Company was terminated in 1995 and the AVCO name was subsequently removed whereby the new name of the Company became DALLAH TRANS ARABIA CO. LTD.

I declare under penalty of law that the foregoing is true and correct.  
Executed on this 6<sup>th</sup> day of March 2006.

/s/

Name: Mr. ALAWI M. SAEED KAMEL  
Title: Chairman of the Board of Directors





Date : October 31, 2001  
To : Mr. Rick Wartzman  
Wall Street Journal  
Subject: Mr. Omar Al-Bayoumi

Reference to your inquiry regarding Mr. Omar Al Bayoumi's employment status and his studies in the U.S.

Please note that said person is an employee in the ANSS Project which is a project of the Presidency of Civil Aviation contracted to Dallah Avco under an Operations and Maintenance Contract. Mr. Omar Al Bayoumi was sent for education abroad by the Presidency of Civil Aviation. His position in the ANSS Project is Senior Contract Manager and not an assistant to the Director of Finance of Dallah Avco since he is not a regular Dallah Avco employee.

Authorized Representative

P. O. BOX 430 JEDDAH 21411  
KINGDOM OF SAUDI ARABIA  
TELEPHONE : 6710000  
FAX : 6170347  
COMMERCIAL REG. NO. 20442  
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رأس المال المملووع ١٠,٠٠٠,٠٠٠ ريال سعودي

Final

الرقم : رم / ١٥/٣٥/٠٨٣  
التاريخ : ١٤٣٥/٠٣/١٢ هـ  
الموافق : ٢٠١٤/٠١/١٣ م

معالي الدكتور / فيصل بن حمد الصقيير  
نائب رئيس الهيئة العامة للطيران المدني  
الموقر

السلام عليكم ورحمة الله وبركاته

#### الموضوع : شركة دله أفكو وعمر البيومي

نحرر هذه الرسالة بخصوص القضية المقامة ضد شركة دله أفكو والمتعلقة بأحداث الحادي عشر من سبتمبر والتي رفعت من قبل أسر الضحايا الذين وقعوا نتيجة للعمل الإرهابي الموجه ضد الولايات المتحدة في ١١/٠٩/٢٠٠١. ومع أن معظم القضايا المقامة ضد الشركات والمواطنين السعوديين قد شطبت وتم استبعادهم من هذه القضايا بما في ذلك شركات مجموعة دله البركة إلا أن شركة دله أفكو لا تزال باقية في القضية. والسبب في ذلك أن محكمة الاستئناف بالدائرة الثانية بالولايات المتحدة أصدرت قراراً بإجراء فحص قانوني على دله أفكو فيما يتعلق بطبيعة العلاقة بين الشركة وعمر البيومي وذلك نتيجة لإدعاء محامي المدعين بأن شركة دله أفكو منحت عمر البيومي غطاء وظيفي أثناء فترة إقامته في الولايات المتحدة وبذلك مكنته من مساندة من قاموا بالعمل الإرهابي.

محمد بن حمد الصقيير  
١٤٣٥/٠٣/١٢

وكما هو معلوم لديكم فإنه بالرغم من قيام عمر البيومي بتوقيع عقد مخصص لمشروع الممرات الجوية مع دله أفكو فإنه كان موظفاً لدى الطيران المدني ولم يكن موظفاً لدى دله أفكو إطلاقاً في أي وقت من الأوقات. كما لم يكن لشركة دله أفكو أية علم بخصوص عمل او نشاط عمر البيومي أو أية سلطة عليه فيما يتعلق بمشروع الممرات الجوية ناهيك عن موضوع سفره إلى الولايات المتحدة وإقامته فيها.

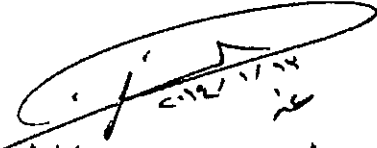
وبصرف النظر عن هذه الحقيقة، فإن شركة دله أفكو مطالبة بموجب قرار المحكمة بتقديم جميع المستندات والمعلومات التي بحوزتها أو مودعة لديها أو تحت سيطرتها والمتعلقة بعمر البيومي. وقد تحصلت شركة دله أفكو على بعض من المستندات التي تقع في إطار مقتضيات قرار المحكمة وقد تم حصرها في قائمة المستندات ذات الطابع السري المرفقة بهذا الخطاب.

وتعتقد شركة دله أفكو أن جميع هذه المستندات تخضع لبند سرية المعلومات الوارد في عقد مشروع الممرات الجوية ومن ثم فإن دله أفكو ملزمة بالحصول على موافقة مسبقة من رئاسة الطيران المدني حتى تستطيع تقديم هذه المستندات لمحامي المدعين. ومن ثم سوف تسعى شركة دله أفكو للحصول على أمر تحفظي من المحكمة بحيث يحظر الإفصاح عن أو استخدام هذه المستندات خارج إطار المنازعة الحالية. علماً بأن رئاسة الطيران المدني لن تخضع لإختصاص المحكمة الأمريكية ولن تصبح طرفاً في هذه القضايا في حالة موافقتها على تقديم هذه المستندات لمحامي المدعين .



عليه نتقدم لهيئة الطيران المدني بطلب الموافقة على أن تقوم شركة دله أفكو بتوفير جميع المستندات التي بحوزة دله أفكو أو تحت سيطرتها والمطلوب منها تقديمها بموجب قرار الفحص القانوني المشار إليه أعلاه. وفي حال عدم موافقة هيئة الطيران المدني تخويل شركة دله أفكو بتقديم المستندات المشار إليها نأمل تزويدنا بجواب مكتوب بما يفيد ذلك.

وتقبلوا خالص تحياتنا ،،

  
عن  
علوي محمد سعيد كامل  
مدير عام  
شركة دله عبر البلاد العربية

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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*IN RE* TERRORIST ATTACKS ON SEPTEMBER 11, 2001

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)  
) No. 03 MDL 1570 (GBD/FM)  
)

This document relates to:

ASHTON, *et al.* v. AL QAEDA ISLAMIC ARMY, *et al.*,  
Case No. 02-CV-6977;  
BURNETT, *et al.* v. AL BARAKA INVESTMENT & DEVELOPMENT CORP., *et al.*,  
Case No. 03-CV-5738;  
CONTINENTAL CASUALTY CO., *et al.* v. AL QAEDA ISLAMIC ARMY, *et al.*,  
Case No. 04-CV-05970;  
EURO BROKERS, INC., *et al.* v. AL BARAKA INVESTMENT AND DEVELOPMENT CORP., *et al.*,  
Case No. 04-CV-07279; and  
FEDERAL INSURANCE CO., *et al.* v. AL QAIDA, *et al.*,  
Case No. 03-CV-6978.

**DEFENDANT DALLAH AVCO'S PRIVILEGE LOG**

**Definitions:**

- PCA means the Presidency of Civil Aviation, a branch of the Saudi Ministry of Defense.
- "Secondment" means the PCA's secondment of Al-Bayoumi to Dallah Avco.

**The Following Privilege Applies to All Listed Documents:**

The following documents are privileged under Article 3 of the PCA-Dallah Avco contract. Saudi Arabian law imposes an obligation to abide by contract terms. Saudi law also imposes criminal penalties against disclosure of confidential governmental information. *See Penal Law on Dissemination and Disclosure of Classified Information and Documents*, Royal Decree No. (M/35) Art. 1, 5 (08-05-1432 Hijri).

	Title	Type of Document	Subject Matter	Date	Authors, Addressees/Recipients, Relationship	Electronic File Size
1	Dallah Avco Payroll slips for Al-Bayoumi	Electronic Payroll Slips	Re: Al-Bayoumi's Monthly salary, payments for period and YTD, Taxes, Date	September 6, 1995 to May 12, 2002	Dallah Avco to Al-Bayoumi	1,750 KB each (pdf scan)
2	General letter from PCA head announcing Al-Bayoumi's secondment	Letter	Re: Secondment of Al-Bayoumi to Dallah Avco	26.1.1416 (June 13, 1996)	PCA Head Al-Salmi to the PCA	TBD
3	Internal letter from PCA human resources department to PCA head Al-Salmi	Letter	Requesting the reasons for Al Bayoumi's secondment	11.10.1417 (February 19, 1997)	PCA human resources department to PCA head Al-Salmi	TBD
4	Internal letter from PCA human resources department to PCA head Al-Salmi	Letter	Requesting the reasons for Al Bayoumi's secondment	6.10.1417 (February 14, 1997)	PCA human resources department to PCA head Al-Salmi	TBD
5	Internal letter from PCA head Al-Salmi to the PCA human resources department	Letter	Explaining reasons for Al-Bayoumi's secondment	10.11.1417 (March 19, 1997)	From PCA head Al-Salmi to the PCA human resources department	TBD
6	Letter from Dallah Avco head Alwi	Letter	Re: Dallah Avco's acceptance of Al-Bayoumi's payrolling	May 24, 1995	From Dallah Avco head Alwi Muhammed	902 KB (pdf)

	Muhammed Said Kamel to PCA head		through Dallah Avco		Said Kamel to PCA head	scan)
7	Contract between PCA and Dallah Avco for ANSS project	Contract	Designates rights and responsibilities between the PCA and Dallah Avco. Article III contains confidentiality clause	14.9.1422 (November 29, 2001)	Between PCA and Dallah Avco	TBD
8	Letter from Dallah Avco head Alwi Muhammed Said Kamel to PCA head Al-Salmi	Letter	Stating that reporters have been requesting information regarding Al-Bayoumi, and that Al-Bayoumi is not a Dallah Avco employee	January 1, 2002	From Dallah Avco head Alwi Muhammed Said Kamel to PCA head Al-Salmi	TBD
9	Request for Modification and/or Authorization of Contract/Agreement	Standardized Request Form	Re: hiring of Al-Bayoumi. Handwritten note stating "Reference telephone conference with Mr. [illegible], send offer to CFC because employee out of Kingdom. CFC will sign offer and return."	June 6, 1995	From PCA head Mohammed Ahmed Al-Salmi to ANSS Project Director	TBD
10	Request for Modification and/or Authorization of Contract/Agreement	Standardized Request Form	Re: termination of Al-Bayoumi	April 12, 2000	From PCA head Mohammed Ahmed Al-Salmi to ANSS Project Director	TBD
11	Request for Modification and/or Authorization of Contract/Agreement	Standardized Request Form	Re: hiring of Al-Bayoumi	April 13, 2000	From PCA head Mohammed Ahmed Al-Salmi to ANSS Project Director	2,272 KB (pdf scan)
12	Request for Modification and/or Authorization of Contract/Agreement	Standardized Request Form	Re: termination of Al-Bayoumi	May 12, 2002	From PCA head Mohammed Ahmed Al-Salmi to ANSS Project Director	1,230 KB (pdf scan)

13	Letter from Farid Said Buqari, Dallah Avco project coordinator, to Al-Bayoumi	Letter	Stating that Al-Bayoumi's service was terminated with Dallah Avco as of May 12, 2002 and could not be renewed except with the PCA's approval	May 12, 2002	From Farid Said Buqari, Dallah Avco project coordinator, to Al-Bayoumi	TBD
14	Affidavit of Mr. Alwi M. Saeed Kamel	Affidavit	Stating that Dallah Avco has no business contacts, relations, etc. with the United States	March 14, 2006	From Alwi M. Saeed Kamel	TBD
15	General letter from Farid Said Buqari (DA project coordinator) to Al-Bayoumi and others	Letter	Stating Al-Bayoumi has been seconded in his government position as of 8.1.1419	15.1.1419 (May 12, 1998)	From Farid Said Buqari (DA project coordinator) to Al-Bayoumi and others	TBD
16	General memorandum from PCA head	Memorandum	Stating that Al-Bayoumi has been seconded for one year, renewable, valid from 8.1.1419. Dallah Avco is to pay him his salary and remunerations	28.12.1417 (May 6, 1997)	From PCA head Al-Salmi	TBD
17	Letter from Anas Ismail Habis, Dallah Avco representative, to the PCA	Letter	Stating Al-Bayoumi has been seconded for another year as of 8.1.1419	March 28, 1998	From Anas Ismail Habis, Dallah Avco representative, to the PCA	TBD
18	Letter to Al-Bayoumi from the PCA	Letter	Stating he has been seconded for one year from 8.1.1416	26.2.1416 (July 24, 1995)	From the PCA to Al-Bayoumi	TBD
19	Letter from Michael Snowden, US consul in Jeddah, to Ali Al Khalaf, PCA head	Letter	Requesting a meeting that same day to discuss the terms of Al-Bayoumi's employment/secondment with DA	January 21, 2002	From Michael Snowden, US consul in Jeddah, to Ali Al Khalaf, PCA head	TBD

20	Arabic Translation of Letter from Michael Snowden, US consul in Jeddah, to Ali Al Khalaf, PCA head	Letter	Requesting a meeting that same day to discuss the terms of Al-Bayoumi's employment/secondment with DA	January 21, 2002	From Michael Snowden, US consul in Jeddah, to Ali Al Khalaf, PCA head	TBD
21	Report of meeting between Michael Snowden, US consul in Jeddah.	Report	Outlining terms of Al-Bayoumi's secondment with DA	January 21, 2002	Signed by PCA officials Abdallah Alghanimi and Yusef Salaam and Dallah Avco official Aleb Karly	TBD
22	Letter from Alwi Kamel, Dallah Avco management group president to PCA group	Letter	Objecting to the meeting held between US representatives and PCA officials regarding Al-Bayoumi	February 4, 2002	Alwi Kamel, Dallah Avco management group president to the PCA group	TBD
23	Letter from Dallah Avco Human Resources manager Abdelrahim Nuri Jestiniya to PCA head Al-Salmi	Letter	Requesting an explanation for Al-Salmi's request to extend Al-Bayoumi's secondment to Dallah Avco to a length of two years	2.11.1417 (March 11, 1997)	From Dallah Avco Human Resources manager Abdelrahim Nuri Jestiniya to PCA head Al-Salmi	1,221 KB (pdf scan)
24	Letter from Muhammed Ahmed Al-Salmi to Dallah Avco Human Resources manager	Letter	Responding to request for reasons for Al-Bayoumi's secondment	10.11.1417 (March 19, 1997)	From Muhammed Ahmed Al-Salmi to Dallah Avco Human Resources manager	TBD
25	General Memorandum from Ali Abdelrahman Al Khalaf, PCA official	Memorandum	Stating that Al-Bayoumi has been seconded for another year from 8.1.1417 (May 26, 1996)	4.1.1417 (May 22, 1996)	Ali Abdelrahman Al Khalaf to the PCA, copies to Civil Service Bureau, Air Transport Engineering, Dallah	1,203 KB (pdf scan)

					Avco	
26	General Memorandum from PCA head Al-Khalaf	Memorandum	Stating that Al-Bayoumi has been seconded for one renewable year from 8.1.1416 (June 7, 1995)	26.1.1416 (June 25, 1995)	Ali Abdelrahman Al Khalaf to the PCA, copies to Civil Service Bureau, Employment Services, Air Transport Engineering, Dallah Avco	1,185 KB (pdf scan)
27	General Memorandum by Abdelaziz bin Abdelkarim Al-Ankari, PCA official	Memorandum	Stating that Al-Bayoumi has been seconded for another year from 8.1.1418 (May 15, 1997)	28.12.1417 (May 6, 1997)	Abdelaziz bin Abdelkarim Al-Ankari to the PCA, copy to Dallah Avco	1,052 KB (pdf scan)
28	General memorandum from Abdelaziz bin Abdelkarim Al-Ankari (PCA official)	Memorandum	Stating that Al-Bayoumi has been seconded for another year from 8.1.1419 (May 5, 1998)	15.1.1419 (May 12, 1998)	Abdelaziz bin Abdelkarim Al-Ankari to the PCA, copies to Civil Service Bureau, Employment Services, Air Transport, Dallah Avco	1,331 KB (pdf scan)
39	General memorandum from Abdelaziz bin Abdelkarim Al-Ankari (PCA official)	Memorandum	Stating that Al-Bayoumi has been seconded for another year from 8.1.1420 (April 24, 1999)	17.1.1420 (May 3, 1999)	Abdelaziz bin Abdelkarim Al-Ankari to the PCA, copies to Civil Service Bureau, Employment Services, Air Transport, Dallah Avco	TBD
30	General memorandum from Ali Al Khalaf (PCA head)	Memorandum	Stating that Al-Bayoumi has been seconded for another year from 8.1.1416 (June 7, 1995)	26.1.1416 (June 25, 1995)	From Ali Al Khalaf (PCA head) to the PCA	TBD
31	Letter from Dallah	Letter	Stating that Al-Bayoumi is an	October 31,	Dallah Avco	729 KB

	Avco to Rick Wartzman of Wall Street Journal		employee of the PCA ANSS project, not Dallah Avco, and that his job title is Senior Contract Manager	2001	"Authorized Representative"	(pdf scan)
32	Letter from Alwi Kamel, president of Dallah Avcoadministration, to Mohammed Ahmed Al-Salmi, PCA head	Letter	Correcting misstatements made during the interview of PCA employees done by US consular officials	February 4, 2002	From Alwi Kamel, president of Dallah Avcoadministration, to Mohammed Ahmed Al-Salmi, PCA head,	TBD
33	Letter marked "confidential" from Ali bin Abdelrahman Al-Khalaf (PCA president) to the Assistant Minister of Defense and Aviation and the PCA General Inspector	Letter	Stating that the PCA received a request to meet, and did meet, with US consular officials	8.11.1422 (January 22, 2002)	From Ali bin Abdelrahman Al-Khalaf (PCA president) to the Assistant Minister of Defense and Aviation and the PCA General Inspector	TBD
34	General letter from Al-Salmi to Dallah Al Baraka administration	Letter	Stating the PCA's desire to second Al-Bayoumi for another year beginning 8.1.1420 (April 24, 1999)	20.12.1419 (April 7, 1999)	From Al-Salmi to Dallah Al Baraka administration	1003 KB (pdf scan)
35	General Memorandum from PCA head Ali bin Abdelrahim Al-Khalaf	Memorandum	Stating that Al-Bayoumi has been granted a 2-year educational sabbatical without salary from 1.4.1421 (July 3, 2000) to pursue higher education in the United States on his own dime	18.1.1421 (April 23, 2000)	PCA, copies to Ministry of Civil Service, Air Transport Engineering, Employment Division	948 KB (pdf scan)
36	Letter from Dallah	Letter	Stating that Al-Bayoumi's	April 4, 1999	From Dallah Avco	1,076 KB



	Avco administrator Alwi Muhammed Said Kamel to PCA head Al-Salmi		secondment, renewed as of 8.1.1419 (May 5, 1998), shall end 8.1.1420 (April 24, 1999), and that Dallah Avco does not desire to renew the secondment after that date		administrator Alwi Muhammed Said Kamel to PCA head Al-Salmi	(pdf scan)
37	Letter from Mansour bin Abdelmajid Bashawri, Mecca Social Security Administration official, to Dallah Avco	Letter	Stating that 10% was being deducted from Al Bayoumi's salary on a monthly basis as he is an employee of the PCA	15.6.1419 (October 6, 1998)	From Mansour bin Abdelmajid Bashawri, Mecca Social Security Administration official, to Dallah Avco	1,225 KB (pdf scan)
38	Power of attorney from Al-Bayoumi to Hany Abdelqadir Abdelaziz Badkuk	Power of Attorney	Giving Hany Abdelqadir Abedlaziz Badkuk authority to obtain final release payments from Dallah Avco on Al-Bayoumi's behalf while he was out of the Kingdom	24.4.1422 (July 15, 2001)	From Al-Bayoumi to Hany Abdelqadir Abedlaziz Badkuk	1,289 KB (pdf scan)
39	Dallah Avco Notice of Employment for Al-Bayoumi as a Senior Contract Specialist for the ANSS project.	Standardized Notice of Employment Form	Notice of Employment for Al-Bayoumi as a Senior Contract Specialist for the ANSS project.	September 6, 2001	Prepared by Dallah Avco, approved by ANSS Manpower Services and ANSS Project Director	1,453 KB (pdf scan)
40	Dallah Avco Personnel Status Change form for Al-Bayoumi	Standardized Personnel Status Change Form	Changing Al-Bayoumi's salary from 13,000 SR to 10,000 per month, as per the instructions of the PCA director general	20 November, 2001	Prepared by Dallah Avco, approved by ANSS Manpower, Finance, and Administrative Services and ANSS Project Director	2,576 KB (pdf scan)
41	Dallah Avco Air Navigation System	Employment Offer	Employment offered through September 5, 2001. Outlines	29 May, 2000	Addressed to Al Bayoumi from the	1,779 KB (pdf)

	Support (ANSS) Married Status/Employment Offer form		salary, title, and benefits.		ANSS Director, Fareed S. Bogary. Signed by Riaz M. Khan of Dallah Avco "Manpower Services" and concurred by Fareed S. Bogary, ANSS Project Director.	scan)
42	Dallah Avco Notice of Employment for Al-Bayoumi as PCA Budget Coordinator	Standardized Notice of Employment Form	Notice of Employment for Al-Bayoumi as PCA Budget Coordinator	September 6, 1998	Prepared by Dallah Avco, approved by ANSS project administration and Osama S. Kamil, ANSS deputy project director	3,755 KB (pdf scan)
43	Dallah Avco Notice of Employment for Al-Bayoumi as Senior Data Processing Technician	Standardized Notice of Employment Form	Notice of Employment for Al-Bayoumi as Senior Data Processing Technician	June 6, 1995	Prepared by Dallah Avco, approved by ANSS project administration and Samir G. Magboul, ANSS deputy project director	3,953 KB (pdf scan)
44	Letter from Farid Said Buqari, Dallah Avco project coordinator, Dallah Avco legal administration	Letter	Stating that Al-Bayoumi's service was terminated with Dallah Avco as of May 12, 2002 and that Dallah Avco has no relation with Al-Bayoumi after that date	May 12, 2002	From Farid Said Buqari, Dallah Avco project coordinator, to Dallah Avco legal administration	TBD
45	Employee Profile	Memorandum	Outlining Al-Bayoumi's secondment to Dallah Avco and subsequent renewals of that secondment up through May 12,	Undated	Dallah Avco is apparent author	TBD

			2002. States that Al-Bayoumi's higher studies in the United States were under the PCA and not Dallah Avco			
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P.O Box 430 Jeddah 21411

Kingdom of Saudi Arabia

[Emblem: Dallah Trans Arabia Company]

Telephone: 6710000

Fax: 6170347

Commercial Registration No. 20442

Paid in Capital 10,000,000 SR.

[Handwriting: Final]

Number: RMA/083/35/15

Date: 12/03/1453H.

Corresponding to: 13/01/2014 AD.

H.E. Dr. Faisal Bin Hamad Alsugair

Deputy Director of the General Authority of Civil Aviation

The esteemed

Peace and blessings be upon you

**Subject: Dallah Avco and Omar al Bayoumi**

We extend this letter in regard to the current case against Dallah Avco Company related to the events of September 11, which was instituted by the families of the victims of the terrorist attacks that targeted the United States on 09/11/2001.

Most of the cases filed against the Saudi companies and citizens were dismissed, and they were excluded from these cases, including the companies of Dallah Albaraka Group. However, Dallah Avco remains a party in this case. The reason for this is due to the US Court of Appeals of the Second Circuit, which issued its resolution to conduct jurisdictional discovery against Dallah Avco, in respect of the relationship between the Company and Omar al Bayoumi. This resolution came as a result of the claim raised by the lawyers of the Plaintiffs that Dallah Avco Company provided cover employment to Omar al Bayoumi while he was residing in the U.S., enabling him to assist those who executed the terrorist act.

1

[Signature- Date: 13/3/1435]

As you are well aware, despite the fact that Omar al Bayoumi signed a contract assigned to the Air Corridors project (ANSS Project contract) with Dallah Avco, he was mainly an officer working for the Authority of Civil Aviation - Presidency of Civil Aviation (PCA), and he was not an employee at Dallah Avco at any time. Also, Dallah Avco was not familiar with any daily act or activity practiced by Omar, or any authority he was reporting to in regard to the ANSS project, not to mention the matter of his travel to the USA and his stay there.

Regardless of this fact, Dallah Avco Company is required, as per the resolution of the Court, to submit all the documents and information within Dallah Avco's possession, custody, or control that are related to Omar al Bayoumi. Dallah Avco obtained some documents that fall within the frame of the requirements of the Court's decision, which are listed on the privilege log attached to this letter.

Dallah Avco believes that all the documents are subject to the information confidentiality article mentioned in the contract of the ANSS Project; therefore, Dallah Avco is obliged to obtain a prior approval from the General Authority of Civil Aviation, in order to be able to provide such documents to the Plaintiffs' lawyers.

Dallah Avco will seek to secure a protective order from the Court that would prohibit any use or disclosure of the documents beyond this litigation. The Presidency of Civil Aviation (PCA) will not be subject to the U.S. Court's jurisdiction and it will not be a party in these lawsuits, in case it approves submission of these documents to the lawyers of the Plaintiffs.

Thereupon, we submit our approval request to the General Authority of Civil Aviation, so that Dallah Avco would make available all documents in its possession, custody, or control to the Plaintiffs' lawyers, which are duly required to be submitted as per the jurisdictional discovery resolution indicated above. In case the General Authority of Civil Aviation refuses to authorize Dallah Avco to submit the aforementioned documents, we would like to receive a written response to that fact.

Respectfully,

Elwi Mohamed Saeed Kamel [signature]  
General Manager  
Dallah Trans Arabia Company



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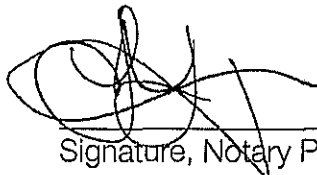
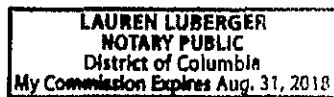
AFFIDAVIT OF ACCURACY

I, Anthony Gurry, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of the enclosed documents from *Arabic* into *English* : "Review Letter to PCA dated 13Jan2014\_EN"



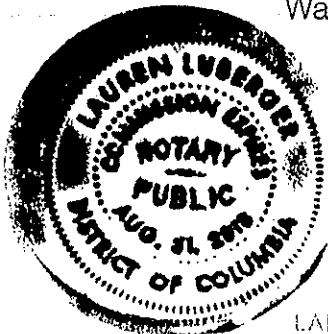
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Washington , DC 20001  
TransPerfect Translations, Inc.

Sworn to before me this  
17th Day of February 2014

  
Signature, Notary Public

Stamp, Notary Public

Washington, D.C



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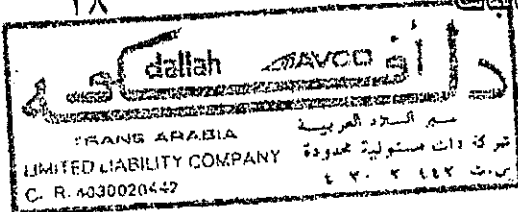
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DA000022

دعم نظام الملاحة الجوية  
المجلد الأول  
الباب ( ب )  
الشروط العامة

قائمة المحتويات

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٥	السرية وعدم إفشاء المعلومات	٣
٦	التعاقد من الباطن	٤
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٦	لغة العقد	٦
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المادة رقم ٣ - السرية وعدم إفشاء المعلومات :

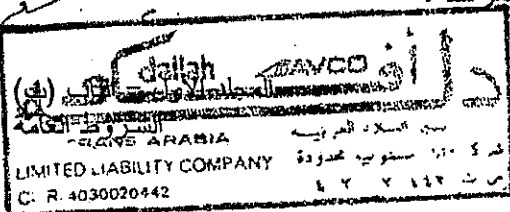
يحظر على المقاول نقل أي معلومات يتحصل عليها وتكون لها علاقة بتنفيذ العقد الى طرف ثالث دون الحصول على الموافقة المكتوبة للحكومة ما لم :

يكون المقاول قد تحصل على تلك المعلومات من طرف ثالث ولم يتحصل عليها من الحكومة أو مندوب الحكومة أو من ينوب عنه بطريقة مباشرة أو غير مباشرة ولم يكن ذلك الطرف الثالث ملزم بسرية المعلومات ، ويبقى المقاول مسئولاً بالتضامن مع الطرف الذي تم التنازل عن العقد كاملاً أو جزئياً لصالحه عند تنفيذ العقد .

يتعهد المقاول بدون الموافقة المسبقة للحكومة بعدم كشف أي معلومات تتجمع لديه أو يتحصل عليها أثناء تنفيذ العقد الى أي طرف ثالث ماعدا المدى الذي تقع فيه هذه المعلومات ضمن إحدى الفئات المذكورة أعلاه .

يقر المقاول بعلمه وموافقته بأنه لا يحق له الإطلاع على أي معلومات تصل الى علم موظفيه بحكم قيامهم بواجباتهم كما ويتعهد المقاول بأنه لن يحاول الحصول على المعلومات المذكورة من موظفيه المشار اليهم.

يقوم المقاول بوضع بند في عقد الأفراد الذين يتعاقد معهم لتنفيذ العقد لضمان عدم إفشاءهم لأي معلومات تتعلق بالعقد أو الخدمات التي يشتمل عليها وسيكون المقاول مسؤولاً عن الإفشاء.



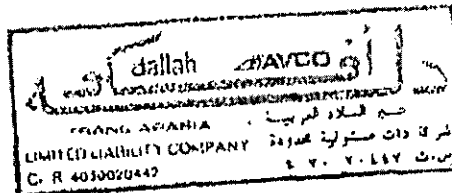
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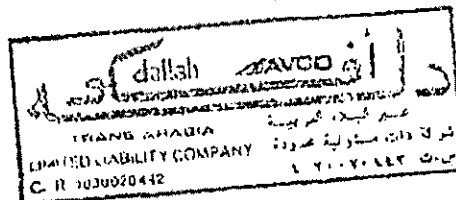
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**EXHIBIT B - GENERAL CONDITIONS**  
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### **3 - RELINQUISHMENT TO OTHER PARTIES CONFIDENTIALITY AND NON DISCLOSURE**

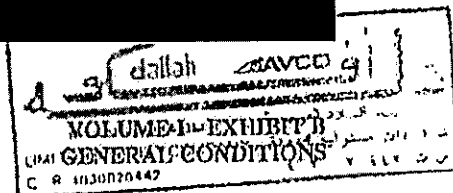
The Contractor shall not divulge to third parties, without the written approval of the Government, any information which it obtains in connection with the performance of the Contract unless the information is obtained by the Contractor from a third party who did not receive same, directly or indirectly, from the Government or the Government Representative or his designee and who has no obligation of secrecy with respect thereto. However, the Contractor shall remain responsible to the Government jointly with the Party to whom the Contract or part thereof have been relinquished to upon the execution of the Contract.

The Contractor shall not, without the prior written approval of the Government, disclose to any third party any information developed or obtained by the Contractor in the performance of the Contract, except to the extent that such information falls within one of the categories described above.

The Contractor understands and agrees that its personnel working directly under Government supervision may in the course of their duties be in receipt of information to which the Contractor will have no right of access, and the Contractor agrees that it will make no attempt to obtain such information from the aforementioned personnel.

The Contractor shall insert a condition in its Contracts with its personnel to ensure the non-disclosure of information concerning the Contract and the services specified herein. The Contractor will be held responsible by the Government for any violations of this condition.

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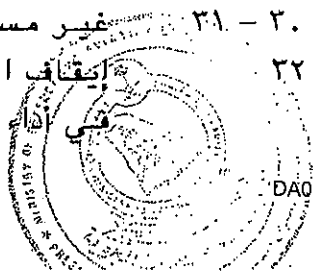
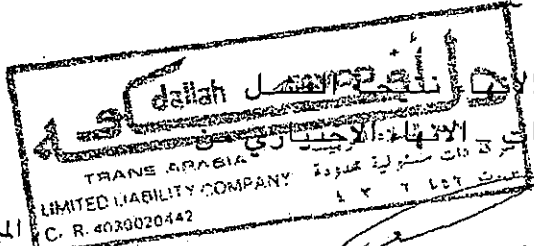



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المجلد الاول  
دعم نظام الملاحة الجوية ( ٥ )  
الباب ( ب ) الشروط العامة

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٥ من ٢٣	السرية وعدم إفشاء المعلومات	٣
٥ من ٢٣	التعاقد من الباطن	٤
٦ من ٢٣	نطاق العقد	٥
٦ من ٢٣	لغة العقد	٦
٦ من ٢٣	غير مستخدمة	٧
٦ من ٢٣	فحص سجلات المقاول	٨
٧ من ٢٣	الضمان النهائي	٩
٨ من ٢٣	غير مستخدمة	١٠
٨ من ٢٣	كفاية العطاء	١١
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DA000028

المادة رقم ٢ - السرية وعدم إفشاء المعلومات :

يحظر على المقاول نقل أي معلومات يتحصل عليها وتكون لها علاقة بتنفيذ العقد إلى طرف ثالث دون الحصول على الموافقة المكتوبة للحكومة ما لم :

يكون المقاول قد تحصل على تلك المعلومات من طرف ثالث ولم يتحصل عليها من الحكومة أو مندوب الحكومة أو من يذوب عنه بطريقة مباشرة أو غير مباشرة ولم يكن ذلك الطرف الثالث ملزم بسرية المعلومات ، ويبقى المقاول مسئولاً بالتضامن مع الطرف الذي تم التنازل عن العقد كاملاً أو جزئياً لصالحه عند تنفيذ العقد .

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يقر المقاول بعلمه ووافاقته بأنه لا يحق له الإطلاع على أي معلومات تصل إلى علم موظفيه بحكم قيامهم بواجباتهم. كما ويتعهد المقاول بأنه لن يحاول الحصول على المعلومات المذكورة من موظفيه المشار إليهم.

يقوم المقاول بوضع بند في عقد الأفراد الذين يتعاقد معهم لتنفيذ العقد لضمان عدم إفشائهم لأي معلومات تتعلق بالعقد أو الخدمات التي يشتمل عليها وسيكون المقاول مسئولاً تجاه الحكومة فيما يتعلق بأي إخلال بهذا الشرط.

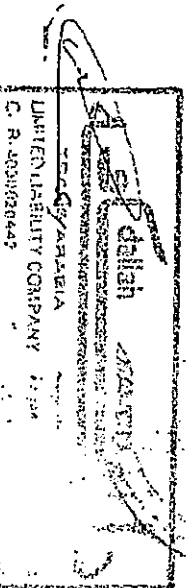
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تعديل

المجلد الأول الباب (ب)

الشرط العامة

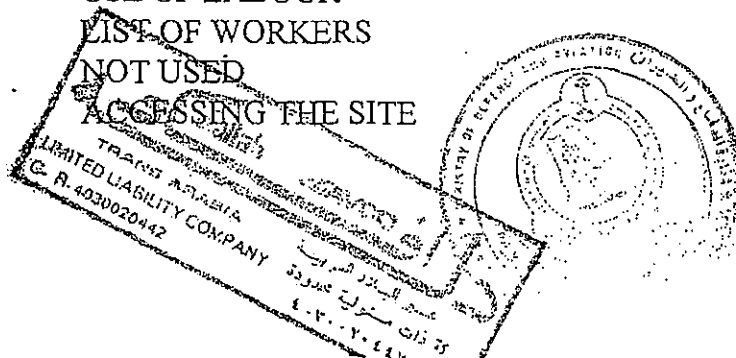
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DA000029

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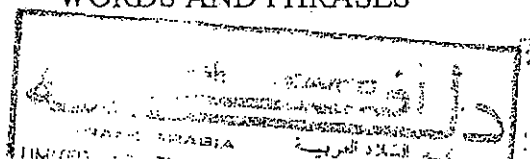
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DA000031



3 - RELINQUISHMENT TO OTHER PARTIES CONFIDENTIALITY AND NON DISCLOSURE

The Contractor shall not divulge to third parties, without the written approval of the Government, any information which it obtains in connection with the performance of the Contract unless the information is obtained by the Contractor from a third party who did not receive same, directly or indirectly, from the Government or the Government Representative or his designee and who has no obligation of secrecy with respect thereto. However, the Contractor shall remain responsible to the Government jointly with the Party to whom the Contract or part thereof have been relinquished to upon the execution of the Contract.

The Contractor shall not, without the prior written approval of the Government, disclose to any third party any information developed or obtained by the Contractor in the performance of the Contract, except to the extent that such information falls within one of the categories described above.

The Contractor understands and agrees that its personnel working directly under Government supervision may in the course of their duties be in receipt of information to which the Contractor will have no right of access, and the Contractor agrees that it will make no attempt to obtain such information from the aforementioned personnel.

The Contractor shall insert a condition in its Contracts with its personnel to ensure the non-disclosure of information concerning the Contract and the services specified herein. The Contractor will be held responsible by the Government for any violations of this condition.



وزارة الصحة  
المملكة العربية السعودية

مذكرة مراجعة  
(الوارد العام)

إدارة الاتصالات الإدارية  
أهمية العامة للطيران المدني

الرقم

٤٤٦٠٦

التاريخ

٢٠١٤/٠١/٢١

جهة الإصدار

مهاجر بن محمد

جهة الإنعقاد

يرجى المراجعة بعد:

يوم

أسبوع

شهر

وشكراً

أو الاتصال على الرقم

١٤٠١١٠٠ - ١٤٠٥٠٠٠ - ١٤٠٥٠٠٠ - ١٤٠٥٠٠٠  
ص.ب. ٢٢٢٢٢٢ جدة ٢٢٢٢٢٢

لوظائف

التاريخ

التوقيع

٧/٢/٢٠١٤

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KINGDOM OF SAUDI ARABIA  
TELEPHONE : 6710000  
FAX : 6170347  
COMMERCIAL REG. NO. 20442  
PAID IN CAPITAL 10,000,000 SR.

ص.ب ٤٣٠ ، جـدة ٢١٤١١  
المملكة العربية السعودية  
تلفون : ٦٧١٠٠٠٠  
فاكس : ٦١٧٠٣٤٧  
س.ت رقم : ٢٠٤٤٢  
رأس المال المنفوع ١٠,٠٠٠,٠٠٠ ريال سعودي

التاريخ : ١٤٣٥/٠٦/٠٩ هـ  
الموافق : ٢٠١٤/٠٤/٠٩ م

الرقم : ١٥/٣٥/٤٨٥ / ١٢

الموقر

معالي الدكتور/ فيصل بن حمد الصقيير  
نائب رئيس الهيئة العامة للطيران المدني

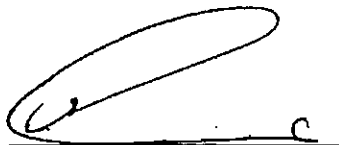
السلام عليكم ورحمة الله وبركاته،

إشارة إلى خطابنا رقم : ر م / ١٥/٣٥/٠٨٣. بتاريخ ١٤٣٥/٠٣/١٢ هـ الموافق ٢٠١٤/٠١/١٣ م والذي أوضحنا فيه بأن محكمة الاستئناف الأمريكية بالدائرة الثانية قد أصدرت قراراً يقضي بإجراء الفحص القانوني على شركة دله أفكو في ضوء القضية المرفوعة ضدها والمتعلقة بأحداث الحادي عشر من سبتمبر ٢٠١١ م ، علماً بأن الفحص القانوني يتعلق بمستندات تخضع لبند سرية المعلومات الوارد في عقود مشروع نظم الملاحة الجوية الموقعة بين شركة دله أفكو ورئاسة الطيران المدني.

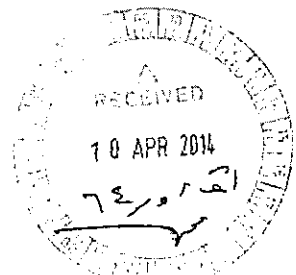
وقد طلبنا من رئاسة الطيران المدني في خطابنا بتاريخ ٢٠١٤/٠١/١٣ م المشار إليه أعلاه بالسماح لنا في القيام بالفحص القانوني وتقديم المستندات المطلوبة حسب قرار المحكمة أو في حال عدم موافقة رئاسة الطيران المدني على ذلك تزويدنا بخطاب يفيد بعدم الموافقة.

وحيث أننا لم نستلم أي إجابة على خطابنا المذكور أعلاه فقد أرسلنا هذا الخطاب في سبيل متابعة الموضوع وإعادة تقديم الطلب بالموافقة على إجراء الفحص القانوني حسب طلب المحكمة ، أما في حال عدم موافقة رئاسة الطيران المدني بمنح شركة دله أفكو الصلاحية لإجراء الفحص القانوني حسب قرار المحكمة الأمريكية نرجو تزويدنا بخطاب رسمي يفيد بعدم موافقة رئاسة الطيران المدني على طلبنا وأن الرئاسة تتمسك ببند سرية المعلومات الوارد في عقود مشروع نظم الملاحة الجوية الموقعة بين رئاسة الطيران المدني وشركة دله أفكو.

وتقبلوا خالص تحياتنا،،،



علي محمد سعيد كامل  
مدير عام  
شركة دله عبر البلاد العربية



من : علي محمد سعيد كامل  
DA000034

Kingdom of Saudi Arabia  
 General Authority of Civil Aviation  
 Department of Administrative Communication

**Revision Memo** [logo]

(incoming mailing)

<b>No</b>	<u>22606</u>
<b>Date</b>	<u>9/6/1435 H</u>
<b>Issuing Entity</b>	
<b>Competent Authority</b>	<u>HE Vice-Chairman of the Authority</u>

Please follow up after:

Day  Week  Month

Thanks

Or contact number  
 6405000-6401100 switch 3377-[illegible no]  
 P O Box 887 Jeddah 31165

Officer .....  
 Date .....  
 Signature .....

3/G/7

P O Box 430 Jeddah 21411  
Kingdom of Saudi Arabia  
Telephone: 6710000  
Fax: 6170347  
Commercial Reg. No. 20442  
Paid in Capital 10,000,000 SR.

[bilingual text]

No.: RMA/ 485/ 35/ 15

Date: 09/06/1435 H  
Corresponding to: 04/09/2014 G

**Kindly to Dr. Faisal bin Hamad Al Saqer**  
**Respectable Vice Chairman of General Authority of Civil Aviation**

*Peace of Allah be upon you,*

With reference to our letter no: RMA/083/35/15 dated 12/03/1435 H corresponding to 01/13/2014 in which we stated that the US Court of Appeal, 2<sup>nd</sup> Circuit, rendered an order to conduct inspection against Dallah Avco Company in light of the lawsuit instituted against it in relation to the 9/11 events, we have to take into consideration that the legal inspection is related to documents which are covered by the confidentiality clause in the Air Navigation Systems Support Project contract signed by and between Dallah Avco Company and the Civil Aviation Authority Chairman.

In our above-mentioned letter dated 01/13/2014, we asked the Civil Aviation Authority Chairman to allow us to execute the legal inspection and provide the required documents according to the order of the court or to provide us with a letter denying approval in case the Civil Aviation Authority Chairmanship rejects our request.

As we did not receive any reply to our above-mentioned letter, we decided to send this letter to follow up on the matter and again submit an application for approval on executing the legal inspection as required by the Court. If the Civil Aviation Authority Chairman refuses to give Dallah Avco Company the power to perform the legal inspection based on the judgment of the US Court, please provide us with an official letter disapproving our application by the Civil Aviation Authority Chairman and stating that the Civil Aviation Authority Chairman is asserting the confidentiality clause in the Air Navigation Systems Support Project contract signed by and between Dallah Avco Company and the Civil Aviation Authority Chairman.

Yours Faithfully,

[signature]  
Oulwi Mohammed Saeed Kamel  
General Manager  
Dallah Avco Trans-Arabian Company

[seal] April 10 2014  
[signature] Mr. Oulwi Kamel



**Transperfect Project nr: TPT563197**

**Declaration:**

I, the undersigned, confirm that the attached English translation:

**2014- Oulwi Moham Kamel- 2014 Bayoumi 2014- 0064-10042014 EN**

accurately represents the content of the Arabic document:

**0064 - 10042014 - 2014 علوى كامل - 2014 بيومى**

A handwritten signature in black ink, appearing to be 'YB' or similar, is written above the 'Signed:' label.

Signed:

Name: Yael Bitran

Date: 16Apr2014

Position: Project Manager

The Translator for this translation was: MOHA0075

The proofreader for this translation was: DADA0001



المملكة العربية السعودية  
الهيئة العامة للطيران المدني  
الملاححة الجوية

سري

المحترم سعادة مدير عام شركة دله عبر البلاد العربية

السلام عليكم ورحمة الله وبركاته ،،

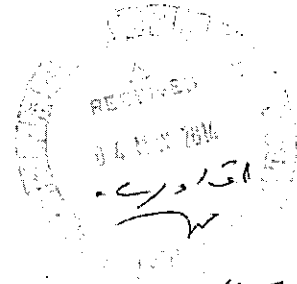
إشارة إلى خطابكم رقم رم أ/٤٨٥/٣٥/١٥ وتاريخ ١٤٣٥/٦/٩ هـ والمتضمن الإستفسار عما تم بشأن السماح للشركة باستخدام مستندات تخضع لبند سرية المعلومات الوارد في عقد مشروع الملاححة الجوية، ونظراً إلى أن الهيئة العامة للطيران المدني قد رفعت لوزارة الخارجية بطلب الإسترشاد في هذه القضية من منطلق الاختصاص القانوني.

للإحاطة ، وسوف نوافيكم بالإجابة فور ورودها من الوزارة.

وتقبلوا تحياتنا ،،

نائب رئيس الهيئة العامة للطيران المدني

د. فيصل بن حمد الصقير



10:50 A.M.

P. O. BOX 430 JEDDAH 21411  
KINGDOM OF SAUDI ARABIA  
TELEPHONE : 6710000  
FAX : 6170347  
COMMERCIAL REG. NO. 20442  
PAID IN CAPITAL 10,000,000 SR.

ص.ب. ٤٣٠ ، جـدة ٢١٤١١  
المملكة العربية السعودية  
تلفون : ٦٧١٠٠٠٠  
فاكس : ٦١٧٠٣٤٧  
س.ت.رقم : ٢٠٤٤٢  
رأس المال المنفوع ١٠,٠٠٠,٠٠٠ ريال سعودي

التاريخ : ١٤٣٥/٠٦/٠٩ هـ  
الموافق : ٢٠١٤/٠٤/٠٩ م

الرقم : ١٥/٣٥/٤٨٥/١٢

الموثر

معالي الدكتور/ فيصل بن حمد الصقير  
نائب رئيس الهيئة العامة للطيران المدني

السلام عليكم ورحمة الله وبركاته،

إشارة إلى خطابنا رقم : رم /١٥/٣٥/٠٨٣/أ بتاريخ ١٥/٣/١٢ هـ الموافق ١٤٣٥/٠٣/١٢ — الموافق ٢٠١٤/٠١/١٣ م والذي أوضحنا فيه بأن محكمة الاستئناف الأمريكية بالدائرة الثانية قد أصدرت قراراً يقضي بإجراء الفحص القانوني على شركة دله أفكو في ضوء القضية المرفوعة ضدها والمتعلقة بأحداث الحادي عشر من سبتمبر ٢٠١١ م ، علماً بأن الفحص القانوني يتعلق بمستندات تخضع لبند سرية المعلومات الوارد في عقود مشروع نظم الملاحة الجوية الموقعة بين شركة دله أفكو ورئاسة الطيران المدني.

وقد طلبنا من رئاسة الطيران المدني في خطابنا بتاريخ ٢٠١٤/٠١/١٣ م المشار إليه أعلاه بالسماح لنا في القيام بالفحص القانوني وتقديم المستندات المطلوبة حسب قرار المحكمة أو في حال عدم موافقة رئاسة الطيران المدني على ذلك تزويدنا بخطاب يفيد بعدم الموافقة.

وحيث أننا لم نستلم أي إجابة على خطابنا المذكور أعلاه فقد رأينا إرسال هذا الخطاب في سبيل متابعة الموضوع وإعادة تقديم الطلب بالموافقة على إجراء الفحص القانوني حسب طلب المحكمة ، أما في حال عدم موافقة رئاسة الطيران المدني بمنح شركة دله أفكو الصلاحية لإجراء الفحص القانوني حسب قرار المحكمة الأمريكية نرجو تزويدنا بخطاب رسمي يفيد بعدم موافقة رئاسة الطيران المدني على طلبنا وأن الرئاسة تتمسك ببند سرية المعلومات الوارد في عقود مشروع نظم الملاحة الجوية الموقعة بين رئاسة الطيران المدني وشركة دله أفكو.

وتقبلاً خالص تحياتنا،،،



علوي محمد سعيد كامل  
مدير عام  
شركة دله عبر البلاد العربية

شركة دله عبر البلاد العربية



Kingdom of Saudi Arabia  
General Authority of Civil  
Aviation  
Air Navigation

[Logo]

[Logo]  
General Authority of Civil  
Aviation  
ID Number  
14789/23//2/256  
Annexes:  
Date: 29/06/1435  
[Barcode]

Confidential

The Director General of Dallah Trans Arabia Company,

May the Peace and Blessings of Allah Be Upon You,

In reference to your correspondence number RMA/485/35/15 dated 9/6/1435 H. in which you inquire about granting permission to the Company to use documents which are subject to the confidentiality clause stated in the Air Navigation contract, and due to the fact that the General Authority of Civil Aviation has submitted a request to the Ministry of Foreign Affairs asking for guidance in this matter in consideration of its authority on legal matters.

In order to brief you on the matter, we will provide you with the answer as soon as we receive it from the Ministry of Foreign Affairs.

Please accept our compliments,

Vice President of the General Authority of Civil Aviation

[Signature]

Dr. Faisal Bin Hamad Al-Suqayr

[Stamp]

Received

04 May 2014

[illegible handwritten text]

10:50 A.M.

---

P.O. Box 887, Jeddah, 21421

(Authority Code: 256)

PO Box 887, Jeddah, 21421

P.O. BOX 430 JEDDAH 21411  
KINGDOM OF SAUDI ARABIA  
TELEPHONE: 6710000  
FAX: 6170347  

---

COMMERCIAL REG. NO. 20442  

---

PAID IN CAPITAL 10,000,000 SR.

P.O. BOX 430 JEDDAH 21411  
KINGDOM OF SAUDI ARABIA  
TELEPHONE: 6710000  
FAX: 6170347  

---

COMMERCIAL REG. NO. 20442  

---

PAID IN CAPITAL 10,000,000 SR.

Number: RMA/485/35/15

Date: 09/06/1435 H.  
Corresponding to: 04/09/2014 AD

Dr. Faisal Bin Hamad Al-Suqayr  
Vice President of the General Authority of Civil Aviation

May the Peace and Blessings of Allah Be Upon You,

In reference to our correspondence number: RMA/083/35/15 dated 12/03/1435 H. corresponding to 01/13/2014 AD in which we clarify that the United States Court of Appeal Second Circuit has issued a decision to conduct a legal examination on Dallah Avco in the light of the lawsuit filed against it regarding the events of September 11<sup>th</sup>, 2011 AD [sic], knowing that the legal examination is in regards with documents under the confidentiality clause stated in the contracts of the draft on air navigation systems signed between Dallah Avco and the General Authority of Civil Aviation.

In our correspondence dated 01/13/2014 AD, mentioned above, we have requested the General Authority of Civil Aviation to allow us to undertake the legal examination and provide the requested documents pursuant to the Court decision, or in the event of the General Authority of Civil Aviation's disapproval to do so to provide us with a letter stating the disapproval.

Whereas we have not received any response to our aforementioned correspondence, we deemed it convenient to send the present letter in order to follow up on the subject and reiterate our request to approve the undertaking of the legal examination pursuant to the Court request, and in the event the General Authority of Civil Aviation did not accept to grant Dallah Avco the power to undertake the legal examination according to the United States Court, please provide us with an official letter stating the disapproval of the General Authority of Civil Aviation of our request, and that the Authority adheres to the confidentiality clause stated in the contracts of the draft on air navigation systems signed between the General Authority of Civil Aviation and Dallah Avco.

Best regards,

[signature]  
Alawi Mohammad Saeed Kamel  
Director General  
Dallah Trans Arabia Company

Confidentiality about Air Aviation Project / [illegible] / C

# CERTIFICATE OF TRANSLATION



## TRANSPERFECT

TransPerfect Translations Ltd, 45 Moorfields, London EC2Y 9AE, a professional translation agency and international communications firm, is competent to translate from Arabic into English. We hereby certify that this translation is, to the best of our professional knowledge and belief, a faithful rendering of the following document:

PCA Response\_Translation

Signed:



Name: Nicholas Casasnovas

Title: Exec. Project Director

Date: 5/8/14